

DEAL NO 74637

ARBITRATION AGREEMENT**NOTICE: THIS AGREEMENT REQUIRES THE PARTIES TO ARBITRATE DISPUTES AND WAIVES THE PARTIES' RIGHTS TO PROCEED IN COURT.**2006 CHRY 300
2C3KA53G86H458101

Date 05/02/2007

In this Arbitration Agreement, the term "you" refers to the buyer(s) or lessor(s), who sign below. The term "we" refers to Bill Kay Chrysler of Downers Grove. By signing this Arbitration Agreement, you and we agree to submit our disputes to arbitration. By agreeing to submit our disputes to arbitration, you and we give up some rights, including the right to go to court and the right to a jury trial.

This Arbitration Agreement shall apply to any dispute, issue, controversy or claim arising from any events which occurred prior to, on or subsequent to the execution of this Arbitration Agreement. A "dispute" includes any controversy or claim arising from or relating to the vehicle you have purchased or leased on the date shown above. The term "dispute" also includes, but is not limited to, claims relating to the negotiation of the purchase or lease of the vehicle, and any dispute relating to any vehicle service contract purchased or provided at the time the vehicle was purchased or leased, or thereafter. In addition, the term "dispute" includes any question regarding whether a matter is subject to arbitration under this Arbitration Agreement.

This Arbitration Agreement is incorporated into and made a part of any and all agreements or contracts executed on or about the date shown above or any related agreements or contracts entered into before, on or after the date above, and this Arbitration Agreement shall survive the expiration or voiding of any such other agreements or contracts. This Arbitration Agreement will apply, control over, and supercede any arbitration provision contained in any related agreements including, but not limited to, any retail installment contract or lease you sign.

In the event any provision or clause of this Arbitration Agreement shall be adjudicated invalid or unenforceable for any reason, such provision or clause shall be deemed to be ineffective solely to the extent of such invalidity or unenforceability, and such adjudication shall not effect the remainder of this Arbitration Agreement, any contract or instrument with which this Arbitration Agreement is incorporated and made a part of, which shall continue in full force and effect. If either party to this Arbitration Agreement files a law suit in contravention of this Arbitration Agreement and refuses to voluntarily withdraw such suit upon receiving notice by the other party of the obligation to arbitrate, then the party seeking to compel arbitration shall be entitled to reasonable attorneys' fees incurred in compelling arbitration.

An award by the arbitrator(s) shall be final and binding on all parties to the proceeding. Judgement on the award may be entered by either party in the highest local, state or federal court or before any administrative body. However, nothing in this Arbitration Agreement shall be deemed to give the arbitrator(s) any authority, power or right to alter, change, amend, modify, add to or subtract from the provisions of any other documents executed by the parties.

You and we agree that the transactions relating to the vehicle involve interstate commerce and that this Arbitration Agreement shall be subject to and governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. This arbitration process shall be governed by the rules of the American Arbitration Association.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ARBITRATION AGREEMENT AND THAT YOU AGREE TO ITS TERMS AND CONDITIONS.

George Gatlin
Buyer or Lessee

GEORGE GATLIN

Bill Kay Chrysler of Downers Grove

BILL KAY'S CHRYSLER OF DOWNERS GROVE
Seller

BY: Bill Kay